

## **AGREEMENT FOR ARCHITECTURAL SERVICES**

Project Title: Singleton Avenue & Longfellow School Planning Study  
QKA Project No.: 1331.04

This agreement for architectural services ("Agreement") is made and entered into by and between the Alameda Unified School District, a political subdivision of the State of California, ("District") and Quattrocchi Kwok Architects, Inc, ("Architect").

Whereas, District proposes to undertake the construction of an improvement project herein described which requires the services of a duly qualified and licensed architect with expertise in the area of school construction; and

Whereas, Architect is licensed to practice architecture in the State of California and is qualified to provide the services required by District; and

Whereas, this Agreement sets forth the terms and conditions for the provision of such services.

Now, therefore, it is hereby agreed:

### **1. AGREEMENT**

District retains Architect to perform, and Architect agrees and undertakes to provide to District, for the consideration and upon the terms and conditions herein set forth, the Architectural services specified in this Agreement and those related services incidental thereto.

### **2. PROJECT DESCRIPTION AND SCHEDULE**

**a. Project Description:** Architectural services shall be provided for the Singleton Avenue & Longfellow School Planning Study ("Project"), as further described in **Exhibit A**, Project Description and Schedule, attached hereto and incorporated by reference. The Project is located at 240 and 250 Singleton Avenue and Longfellow School, Alameda, CA.

**b. Project Schedule:** Included in Exhibit A is the Project Schedule indicating duration and milestone dates for key Project tasks. Architect shall perform services consistent with the Project Schedule as required by Paragraph 19, Time Schedule. Architect shall regularly report to District on actions required to meet milestone schedule dates and shall recommend further adjustments to the Project Schedule, if and when needed.

### 3. TERM OF AGREEMENT

The term of this Agreement begins with execution of the Agreement by the parties and ends upon completion of services under the Agreement, unless terminated sooner. Should none of the services stated herein be commenced within sixty (60) days from the date of execution, this Agreement is void.

### 4. COMPENSATION

As compensation for Architect's services, District shall pay Architect as follows:

**a. Planning Services:** For all "Basic Services," which are listed in Paragraph 5 below, the Architect shall receive compensation in an aggregate amount not to exceed the amount to be determined the parties in writing as the project scope and fees are established. **Exhibit C**, Compensation and Schedule of Hourly Billing Rates, is attached hereto and incorporated by reference.

**b. Additional Services:** For all "Additional Services," which are defined to mean authorized services in addition to the Basic Services, compensation shall be agreed upon by the parties in writing prior to performance of such services by Architect, and may be a flat fee, or hourly based on Architect's standard hourly rates, as set forth in Exhibit C, with necessary consultants at 1.10 times cost. Only the Superintendent or authorized designee, Robbie Lyng or Shariq Khan, may authorize Additional Services or changes to duly authorized services, which shall be effective only after formal Board approval or ratification. Architect understands that any other District employees are without authorization to order either Additional Services or changes to authorized services or to waive contractual requirements of this Agreement. Failure of the Architect to secure proper authorization for Additional Services or changed services shall constitute a waiver of any and all right to adjustment in the contract price, and Architect shall not be entitled to compensation for any such unauthorized services.

**c. Reimbursable Expenses:** "Reimbursable Expenses" include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit C, is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost for the following expenses as marked:

X Expenses for authorized travel in connection with the Project except for travel within the District or as otherwise agreed and set forth in writing in Exhibit C hereto.

X Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications and other Project documents including those for use of Architect and its consultants.

X Long distance telephone expense related to the Project.

X Actual and necessary agency or permit fees for the Project, if any, paid by Architect on behalf of District.

**d. Payments:** District shall pay Architect monthly, in arrears, as follows:

(1) Progress Payments: Payments for Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit C):

<u>Upon Completion Of</u>	<u>Percentage Of Total Fees</u>	<u>Cumulative Percentage Of Total Fees</u>
Planning Phase	100%	100%

(2) Additional Services: Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized.

(3) Monthly Invoice and Payment: Architect shall submit a monthly invoice that indicates the services performed during the past billing period, method of computation, and amount payable. Architect shall be paid monthly in the usual course of District business after the invoice has been approved by District's authorized representative. Architect shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice. A service charge of one and one-half percent (1.5%) of the unpaid balance shall be charged monthly on all undisputed amounts unpaid after thirty (30) days.

(4) Payment Upon Termination: If District terminates this Agreement at any time, with or without cause, Architect shall, upon notice of such termination, promptly cease all services. Architect's total fee for all services performed shall be computed to cover the services actually and satisfactorily performed to the date of such notice. If the Agreement is terminated for any reason other than a material breach by Architect, Architect's total fee for all services performed shall be computed under the foregoing provisions of this Agreement to cover services actually performed to the date of such notice and shall include compensation for services within the phase of performance at which Architect's services stopped, proportionate to the degree of completion of the work on such phase.

## 5. PLANNING SERVICES

Architect's Planning Services shall consist of the following item:

a. **Planning Phase:** As Described in Exhibit A

b. **Consultants and Staff:** District and Architect agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All key staff listed below have been approved by District and Architect and may not be changed without prior approval except when such staff separate from employment. If District finds the performance of an approved individual not acceptable, District shall notify Architect who shall then take necessary corrective action. If unable to correct performance to District's satisfaction, Architect shall make appropriate staffing changes acceptable to District.

<u>Position</u>	<u>Individual</u>	<u>Firm</u>
Principal in charge	Mark Quattrocchi	QKA
Project Associate	Nick Stephenson	QKA
Project Architect	TBD	QKA
<u>Consulting Engineers:</u>		
Principal Engineer, Structural	Chris Warner	ZFA Structural Engineers
Principal Engineer, Mechanical	Chris Del Core	Costa Engineers
Principal Engineer, Electrical	Pieter Colenbrander	O'Mahony & Myer Electrical
Principal Engineer, Civil	Paul Bartholow	Brelje & Race Civil
Geotechnical Engineer	Dan Caldwell	Miller Pacific
Consulting Cost Estimator	TBD	TBD

(1) All engineers and experts and consultants employed by Architect not listed herein must be approved in writing in advance by District prior to their engagement. Architect shall supervise and shall be responsible for the work of consultants hired by Architect. Architect shall confer and cooperate with landscape architects, educational planners, and other professional consultants employed by District.

(2) Architect shall require each engineer and consultant listed above, prior to commencing any services relating to the Project, to provide District with evidence that each such engineer or consultant has in effect a policy of comprehensive general liability insurance, with the same limits, endorsements and requirements as specified in Paragraph 9 of this Agreement.

(3) Architect, as part of the Basic Services, shall furnish, at Architect's own expense, all draftsmen and clerical personnel necessary to perform the services described herein.

(4) Architect shall promptly notify District of reassignment or replacement of engineers, consultants and experts specified above. Architect shall also notify District of staff changes of all other key personnel working on the Project.

i. **Modifications:** Other than minor modifications, Architect shall not make modifications to plans, designs or specifications which would increase the size or scope of the project, without the prior express written instruction of District.

j. **Consultation:** Architect will consult as necessary with representatives of District and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the Project throughout the planning and construction of the Project and the post-construction phase noted above.

## **6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT**

The following services are not included in the Planning Services. These services shall be provided by Architect if authorized in writing by District, and shall be compensated as Additional Services.

- a. Providing DSA Certification of past projects
- b. Study of other District facilities including the current Maintenance/ Operations and Food Services
- c. Design Services for Schematic Design, Design Development, Construction Documents, Bidding, DSA approval and Construction Administration.
- d. Services not otherwise identified in this Agreement

## **7. RESPONSIBILITIES OF DISTRICT**

It shall be the duty of District to:

a. Make available to Architect all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations and a program which sets forth District's objectives, space requirements and relationships, site requirements, facilities standards, special equipment and systems.

b. Upon Architect's request, furnish Architect with a survey in an electronic CADD format approved by Architect of the Project site prepared by a registered surveyor or civil engineer which shall indicate legal limitations, existing structures, land features, improvements, sewer, water, gas, electrical and utility lines and locations including inverts and depths, topographical information and boundary dimensions of the site, and provide a soils investigation report, if required by law, and a geological report.

- c. Pay all fees required by any reviewing or licensing agency.
- d. Designate a representative authorized to act as liaison between Architect and District in the administration of this Agreement and the construction contract.
- e. Furnish at District expense the services of any Project inspector agreed to or required by law.
- f. Review all documents submitted by Architect and advise Architect of decisions thereon within a reasonable time after submission.
- j. Provide copies of floor plans of existing buildings to be remodeled, if applicable.

## **8. ARCHITECT INDEMNITY**

a. To the furthest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

b. The following shall be Claims, to the extent they satisfy the definition of Claims herein:

- (1) The cost of construction change orders for errors: The direct costs for which the Architect may be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, the change order(s) result from any error or omission of Architect in the performance of Services which falls below the applicable standard of care of Architects engaged in similar public education projects.

These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the Mandatory Mediation process described herein.

c. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

d. **Mandatory Mediation for Claims**

The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the claim the Claim to mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through the tenth (10th) day after termination of the Mediation, unless otherwise agreed to by the Parties.

Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.

The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with such rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.

The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.

The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.

If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 8, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.

**9. INSURANCE**

Architect, at Architect's sole cost and expense, shall maintain at all times during the life of this Agreement, personal injury and property damage insurance for all activities of Architect and its

employees, agents and consultants arising out of or in connection with this contract, written on a comprehensive or commercial general liability form, in an amount no less than \$1,000,000 combined single limit personal injury and property damage for each occurrence in an annual aggregate of no less than \$2,000,000 or as may be agreed upon in writing between District and Architect. Such insurance must be written by an admitted company or companies licensed to do business in the State of California at the time the policy is issued, and acceptable to District.

**a. Endorsements:** The general liability coverage specified above shall be endorsed with the following specific (or equivalent) language:

(1) The District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.

(3) The insurance provided herein is primary and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to District.

**b. Errors and Omissions Insurance:** Architect shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering Architect's activities, in the amount not less than \$2,000,000 with an insurance carrier satisfactory to District. In addition, to the extent that the activities and services of engineers or consultants retained by Architect are not covered under Architect's professional liability insurance, Architect shall require each engineer and consultant to obtain and maintain a policy of professional liability insurance in an amount of not less than \$2,000,000 with an insurance carrier satisfactory to District, before commencing services on the Project. Architect shall provide a copy of the insurance policies to the District upon request.

**c. Workers' Compensation Insurance:** Architect and all engineers, consultants, and subcontractors Architect intends to employ shall maintain, for the period covered by this Agreement, workers' compensation insurance as required by California law, with an insurance carrier satisfactory to District, for all persons whom they may employ in carrying out the work contemplated under this Agreement. In the event Architect is self-insured, Architect shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California. The policies represented by the certificates must contain the provision (and the certificates



must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District.

**d. Documentation:** Prior to execution of this Agreement, Architect must submit for District approval, certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, Architect shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

**e. Miscellaneous:** If Architect or its consultants fails to maintain the required insurance, District may take out insurance to cover any damages for which District might be held liable on account of Architect's failure to pay such damages or to provide the required insurance coverage, and deduct and retain the amount of the premiums from any sums due Architect under the Agreement. Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any Architect's employees, agents, consultants, or subcontractors may be held responsible for payment of damages resulting from its operations.

## **10. ERRORS AND OMISSIONS:**

In addition to any other remedy which may be available to District under this Agreement or under the laws of the State of California, District may require Architect to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of Architect or any subconsultant, including, but not limited to, costs for the removal or replacement of materials and labor or both, and Architect shall not receive any fee for any of its work performed in correcting said error or omission. Notwithstanding the foregoing, District shall pay for the cost of any actual materials and labor that were omitted for any reason, but only to the extent the contract price obtained from the contractor was lower by reason of the omission.

## **11. COMPLIANCE WITH LAWS**

a. Architect's services and performance under this Agreement shall meet the standard of due care for Architects in the community in which the Project is being constructed. Using reasonable professional judgment, Architect shall determine compliance with and interpretation of all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code with California amendments, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of codes or regulations which should be disclosed, based on Architect's reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to District and its legal advisor. District shall decide the course of action after recommendation, if any, by Architect and the legal advisor.

b. Architect and all engineers, and consultants retained by Architect in performance of this Agreement shall be licensed as required by law to practice in their respective professions.

## **12. RECORDS**

Architect shall maintain all records concerning the project for a period of four years after its completion. Architect shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. Architect shall make such documents and records available to authorized representatives of District for inspection or audit at any reasonable time.

## **13. TERMINATION OF CONTRACT**

a. District shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect and upon compensation to Architect as set forth above. If District terminates this Agreement under this provision the parties shall be relieved of the remaining executory obligations of the Agreement except for such liability arising out of services performed prior to the date of termination.

b. District may, at its election, terminate this Agreement if Architect defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from District. If District terminates this Agreement based upon the material default of Architect, District shall be entitled to pursue any remedy available under the law against Architect including, without limitation, an action for damages for breach of contract.

c. Architect may, at its election, terminate this Agreement if District defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. If Architect terminates this Agreement based upon the material default of District, Architect shall be entitled to pursue any remedy available under the law against District, including, without limitation, an action for damages for breach of contract.

d. Upon termination of this Agreement for any reason, Architect shall promptly and without further cost or charge to District, deliver to District all of the documents and other work product relating thereto.

## **14. ARCHITECT AN INDEPENDENT CONTRACTOR**

It is specifically agreed that in the making and performance of this Agreement, Architect is an independent contractor and is not and shall not be construed to be an officer or employee or partner or joint venturer of District.

## **15. STANDARDIZED MANUFACTURED ITEMS**

Architect shall consult with and cooperate with District's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering, shall be standardized to District's criteria so long as the same does not seriously interfere with building design. Architect is responsible for ensuring that any specification calling for a designated material, product, thing, or service by a specific brand or trade name is drafted in compliance with Section 3400 of the Public Contract Code and related provisions.

## **16. OWNERSHIP OF DOCUMENTS**

Pursuant to Section 17316 of the Education Code, all plans, including, but not limited to, record drawings, specifications, and estimates prepared by Architect pertaining to the Project pursuant to this Agreement shall be and shall remain the property of District. Nothing in this paragraph shall preclude District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site.

Any use or re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by Architect under this Agreement, by District or any other person with District's consent, for any purpose other than as contemplated in this Agreement, shall be at the sole risk of District and without liability to Architect, with no warranty of merchantability or fitness, and District shall indemnify, hold harmless and defend Architect and its officers, directors, agents, employees and consultants from all claims of any kind arising out of such use, re-use or modification of said plans, specifications, estimates or other documents prepared by Architect.

After the completion of this Project, Architect shall not permit any reproductions to be made of any District-owned documents without the written approval of District and shall refer all requests for such documents by other persons to District.

The Architect and District shall have the right to include photographic or graphic representations of the design of the Project among their respective promotional and professional materials.

## **17. NOT USED**

## **18. SUCCESSORS AND ASSIGNMENTS**

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of Architect's rights, burdens, duties, or obligations, professional or otherwise, without the prior written consent of District's Governing Board. Any attempted assignment without such consent shall be invalid.

## **19. TIME SCHEDULE**

**a. Time Schedule:** Time is of the essence in the performance of this Agreement. Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Architect shall submit for District's approval, as part of Exhibit A hereto, a schedule for the performance of Architect's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The schedule when approved by District shall not be exceeded unless extended in writing by District. Architect shall at all times maintain adequate staffing and resources necessary for the timely performance of Architect's services under this Agreement. Architect shall review and respond to submittals, requests for information, and the like, as expeditiously as possible to avoid delays in the work.

**b. Delays:** If Architect is delayed in Architect's services by acts of District or its employees or those in a direct contractual relationship with District or by the California Department of General Services or other agencies having jurisdiction over the Project or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of Architect, the time for Architect's performance shall be extended accordingly. Notwithstanding the foregoing, Architect shall endeavor to avoid or minimize such delay. District shall not be liable for the damages to Architect on account of such delays.

## **20. HAZARDOUS MATERIALS**

Unless otherwise specified, the services provided under this Agreement do not include the discovery, identification, removal, handling, or disturbance of any hazardous substances or materials at the project site. If such substances or materials are knowingly encountered by Architect, construction work shall cease in that area and District shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to District.

## **21. SCHOOL SITE CONDITIONS**

District has determined that fingerprinting is not applicable to this Agreement, however, Architect expressly acknowledges that the following conditions shall apply to any work performed by Architect and/or Architect's employees on a school site: (1) Architect and Architect's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Architect and Architect's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Architect and Architect's employees shall not change locations without contacting the school office; (4) Architect and Architect's employees shall not use student restroom facilities; and (5) if Architect and/or Architect's employees find themselves alone with a student, Architect and Architect's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

## 22. MISCELLANEOUS

The following terms and conditions shall apply to this Agreement:

**a. Governing Law and Venue:** This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of Sonoma.

**b. Entire Agreement:** This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person that are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

**c. Severability:** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

**d. Non-Waiver:** None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. District's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

**e. Discrimination Prohibited:** It is the policy of District that in connection with all work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. Architect agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code section 12900, et seq. In addition, Architect agrees to require like compliance by any consultants or subcontractors employed on the Project.

**f. Disabled Veterans Participation Goals:** In accordance with Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such Project, Architect shall provide appropriate documentation to District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that District can assess its success at meeting this goal.

**g. Retention of DVBE Records:** Architect agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE

requirements. Architect agrees to provide the State or District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Architect agrees to maintain such records for a period of three years after final payment under the contract.

In witness whereof, the parties have executed this Agreement this 21<sup>st</sup> day of August, 2018

ARCHITECT

By:

  
Mark Quattrocchi  
Quattrocchi Kwok Architects, Inc.

DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

**EXHIBITS:**

- Exhibit A: Project Description and Schedule
- Exhibit B: Not Used
- Exhibit C: Compensation and Schedule of Hourly Billing Rates

## **Exhibit A – Project Description and Schedule**

Planning services for the following AUSD properties:

- 240 Singleton Avenue - Currently unused and was the former WCDC pre-school
- 250 Singleton Avenue – Currently unused and was the former Miller School that housed Island HS
- Longfellow School – Current home for Island High School and WCDC pre-school

### **Scope of Work**

The District requested QKA and consulting engineers to provide design services to investigate the current state of these three facilities and provide alternatives for repurposing for other uses.

Services are summarized below:

- Kick off meeting with District staff to refine planning services scope and schedule.
- Update the Facility Assessments for these three properties from the 2014 AUSD Master Plan. This includes services of QKA and the following engineers:
  - Mechanical Engineer
  - Electrical Engineer
  - Civil Engineer – including reviewing utilities to the sites
- For 240 Singleton: As a Navy built site, the school does not have Field Act status (DSA approval). QKA and our structural engineer will investigate the required structural, fire/life safety and accessibility upgrades necessary to bring the facility to Field Act status. This will likely require completing and submitting to DSA a Design Criteria Report (DCR) – similar to that done for the historic Alameda High School.
- Review conditions of 250 Singleton and Longfellow to determine if structural evaluation of these facilities is needed and if so, to have the structural engineer perform the evaluation.
- Provide preliminary geotechnical investigations for the three sites with a particular interest in subsurface liquefaction. This will likely result in drilling at one or more locations for each school. As a preliminary investigation these services can be provided under QKA's agreement or directly to the District.
- With these preliminary investigations completed, QKA will meet with the district to explore options for reuse of each campus. Currently the interest is:
  - 240 Singleton Avenue to house WCDC
  - 250 Singleton Avenue to house Island High School
  - Longfellow School to house District Maintenance & Operations and Food Warehouse
- Provide conceptual site plans for each school including alternatives for District review and input. For Longfellow School these will include options for reusing existing structures as feasible. For the Singleton sites, these conceptual site plans will show reuse of existing buildings and new construction as required.
  - Each school will show conceptual site development including parking, playgrounds and other conceptual site upgrades.

- Once the conceptual site plans are approved for each site, providing conceptual cost estimates for the options based on cost per square foot allowances plus non-construction costs. These will be reviewed with the District and updated as required
- Upon completion of these services, QKA will prepare a planning study document complete with project narrative, estimates and conclusions.
- Services not included in this study are impacts to other District sites such as the current Maintenance and Operations. Additionally, further design services, including those for final project design and DSA submittal, will be provided under a separate agreement

### **Project Schedule**

Work will be performed in accordance with mutually agreed upon project schedule with an expectation that these services will be complete in early 2019; however, if a DCR is required for 240 Singleton, the completion date will be later in 2019.

### **Exhibit B – Not Used**



## **Exhibit C – Compensation and Schedule of Hourly Billing Rates**

The Architect's total compensation consists of basic services, additional services and reimbursable expenses as follows:

### **Basic Services**

Compensation for these services will be hourly with an initial authorization of \$250,000, using the hourly rates below. QKA will request additional fee authorizations if required to complete these services.

### **Reimbursable Expenses**

The Architect has estimated, and the District has accepted, the following reimbursable expenses to be billed at 105% of cost. The Architect may not exceed the total estimated amount unless approved by District in advance.

Total estimated reimbursable expenses (travel, printing, plotting, models, mock-ups and other approved expenses) \$5,000

### **Standard Hourly Billing Rates**

The following hourly rates shall be used for any time and materials services above or for any calculation of future services:

Architect – Principal	\$225/hr.
Architect - Associate	\$210/hr.
Project Architect/Designer	\$205/hr.
Job Captain	\$195/hr.
Construction Admin Project Manager	\$195/hr.
Specifications Writer	\$200/hr.
CADD/Drafting / BIM Modeler	\$180/hr.
Construction Admin Technician	\$170/hr.
Clerical	\$120/hr.

Consultants: 1.10 times the consultants' standard hourly rates.

The above rates are effective January 1, 2018 and are in effect for the calendar year 2018. On January 1 of each of the subsequent years, the above rates shall be adjusted at the rate of the Consumers Price Index as published by the Bureau of Labor Statistics.